IN THE

Supreme Court of the United States.

CANTON INSURANCE COMPANY, LIMITED, *et al.*
vs.
JOHN MACINTYRE, JR., *et al.* and THE PORT OF PLYMOUTH STEAMSHIP COMPANY, LIMITED, *et al.* } No. 66.

JOHN MACINTYRE, JR., *et al.*
vs.
CANTON INSURANCE COMPANY, LIMITED, *et al.* } No. 67.

Please take notice that on the 17th day of December, 1897, at the opening of Court, or as soon thereafter as counsel can be heard, a motion will be made to amend the judgment herein by including a direction in regard to the one-half costs adjudged in the decree of the district court to be paid to the *Plymothian* by the *Victory* or her owners, but left in the decree to be paid "out of the bond of $67,500, or by her [*Victory's*] owners, as the appellate court may decide."

New York, December 14, 1897.

Yours, etc.,

FLOYD HUGHES and
J. PARKER KIRLIN,
Counsel for Port of Plymouth Steamship Company, Limited.

To ROBERT M. HUGHES, Esq.,
Counsel for "Victory."

WILHELMUS MYNDERSE, Esq.,
Counsel for Cargo Underwriters.

A copy of this notice has been served on me today, but I object to the same for want of sufficient notice, as it is impossible for me to meet it at that time.

December 15, 1897, 12.15 p. m.

ROB'T M. HUGHES,
For the "Victory."

SUPREME COURT OF THE UNITED STATES.

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Comes now The Port of Plymouth Steamship Company, Limited, and moves this honorable Court to amend the judgment of this Court herein by including a direction as to whether the one-half costs adjudged in the decree of the district court to be paid to the *Plymothian* by those interested in the *Victory* shall be paid out of the *Victory's* bond or be paid by the owners of the *Victory* as costs, in addition to the amount of the bond, the decree of the district court with regard to such costs, which by the terms of the judgment of this Court is affirmed, having provided that the said one-half of the costs be paid "out of the bond of $67,500, *or* by her owners, as the appellate court may decide." (Rec., p. 465.)

PORT OF PLYMOUTH STEAMSHIP COMPANY, LIMITED,
By FLOYD HUGHES and
J. PARKER KIRLIN, *Counsel.*

SUPREME COURT OF THE UNITED STATES.

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EASTERN DISTRICT OF VIRGINIA, *ss*.

Floyd Hughes, being duly sworn, says that he is one of the counsel for the Port of Plymouth Steamship Company, Limited, herein. The judgment of the Supreme Court herein provides for the payment of the costs of this Court and of the court of appeals, but with regard to the costs in the district court merely affirms the decree of that court.

In the final decree of the district court there was no definite order as to how or by whom the one-half costs adjudged to be paid by the *Victory* to *Plymothian* should be paid. It was provided (Rec., p. 465) that the Port of Plymouth Steamship Company, Limited, should recover, as the costs of the district court, the sum of $1,681.80, to be paid as follows: One-half from the cargo underwriters and "one-half thereof out of the [*Victory's*] bond of $67,500, *or* by her owners, as the appellate court may decide." (Rec., p. 465.)

The circuit court of appeals did not decide this point, having reversed the decree of the district court, and the judgment of this Court as announced makes no specific direction with regard to this item of the costs.

The cargo claims and the claims of the *Plymothian* for her own damage greatly exceed the amount of the *Victory's* bond. It is important, therefore, for the district court to have the direction of this Court as to whether the said one-half of the costs of the district court are to come out of the bond of the *Victory* or are to be paid by the owners of the *Victory* in addition to the amount of their bond, as it may be doubtful whether the district court would have jurisdiction to vary its own previous decree in this respect, in view of the affirmance of such decree by this Court.

If it had no such jurisdiction and if this Court does not amend the judgment by including a specific direction with regard to those costs, the *Plymothian* will be without remedy in respect of this half of her costs in the district court.

FLOYD HUGHES.

Sworn to before me this 15th day of December, 1897, in my corporation of the city of Norfolk, in the State of Virginia.

Witness my hand and notarial seal.

[SEAL.] JOHN B. JENKINS,
Notary Public.